

Contract no. 379

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INSTITUTE OF MANAGEMENT

OCT 14 1992

RUTGERS UNIVERSITY

A G R E E M E N T

between the

WESTFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES

and the

BOARD OF EDUCATION OF WESTFIELD

County of Union, New Jersey

JULY 1, 1992 - JUNE 30, 1994

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PREAMBLE

This Agreement made June 30, 1992, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey, hereinafter referred to as the "Board" and the Westfield Association of Educational Secretaries, hereinafter referred to as the "Association,"

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.)

NOW, THEREFORE, it is agreed as follows:

ARTICLE I RECOGNITION

The Board does hereby recognize the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all secretaries except:

The Executive Secretary to the Superintendent of Schools
The Executive Secretary to the Board Secretary.

Temporary Help (who work less than 90 days and/or are not required to become members of PERS).

ARTICLE II NEGOTIATIONS OF SUCCESSOR AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on the terms and conditions of secretaries' employment. Such negotiations shall begin in the calendar year preceding the calendar year in which this Agreement expires in accordance with applicable PERC rules.

Any Agreement so negotiated shall apply to all secretaries in the bargaining unit as defined in Article I, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a secretary or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a secretary or a group of secretaries.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, a resolution to the problems which may from time to time arise affecting the terms and conditions of employment of secretaries. Both parties agree that these proceedings will be kept informal and confidential. It is understood by both parties that this procedure is not an instrument for negotiating changes in this Agreement or in policies.

C. Procedure

1. Time limits

- a. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a denial of the grievance and shall permit the aggrieved to proceed to the next step. Failure to initiate a grievance or failure to appeal a grievance decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered and a waiver of the right to proceed to the next step of the grievance procedure.

2. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level one - immediate superior and/or principal

- a. A secretary with a grievance shall, within thirty (30) working days of the date of the occurrence of the event giving rise to the grievance, or the date she obtained knowledge or could reasonably have obtained knowledge of the occurrence, present the grievance in writing and discuss it with her immediate superior.
- b. If the secretary is not satisfied with the disposition of her grievance at Level one (a), or if no decision has been rendered within five (5) working days after the presentation of the grievance, and the secretary and her immediate superior are under the authority of a building principal, she may file the grievance

In writing with the principal and with the Association within five (5) working days after the decision at Level one (a), or ten (10) working days after the grievance was presented, whichever is sooner.

4. Level two - Superintendent

If the secretary is not satisfied with the disposition of her grievance at Level one, or if no decision has been rendered within five (5) working days after the presentation of the grievance, she may file the grievance in writing with the Superintendent and with the Association within five (5) working days after the decision at Level one or ten (10) working days after the grievance was presented, whichever is sooner.

5. Level three - Board

If the secretary is not satisfied with the disposition of her grievance at Level two, or if no decision has been rendered within ten (10) working days after the grievance was presented to the Superintendent, she may, within five (5) working days after a decision by the Superintendent or fifteen (15) working days after the grievance was presented to the Superintendent, whichever is sooner, request in writing that the Association refer her grievance to the Board. Within ten (10) working days after receiving the written request, the Association shall refer the grievance to the Board.

6. Level four - Arbitration

a. If a grievance concerns interpretation, application or violation of the Agreement and if the Secretary is not satisfied with the disposition of her grievance at Level three, or if no decision has been rendered within twenty (20) working days after the grievance was delivered to the Board, she may, within five (5) working days after a decision by the Board or twenty-five (25) working days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of the request.

b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employee Relations Commission by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or the Public Employees Relation Commission in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be binding on the parties for grievances concerning the express terms of this Agreement only and advisory for all other grievances.
- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C (6) (b) of this Article.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Secretaries to Representation

1. An aggrieved person may present her written grievance and process it through the various steps of the grievance procedure by herself, or, at her option, through a representative of the Association. Where an aggrieved person is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present the views of the Association.

E. Miscellaneous

1. Group grievance
If, in the judgment of the Association, a grievance affects a group or class of secretaries, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level two.
2. Written decisions
All decisions shall be in writing and shall be transmitted promptly to all parties and to the Association.
3. Separate grievance file
All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the aggrieved persons, their selected representatives and the representatives of the Association

ARTICLE IV
SECRETARY RIGHTS

A. Rights and Protection in Representation

The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws or other applicable laws and regulations.

C. Required Meetings or Hearings

Whenever any secretary is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that secretary in her office, position of employment or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

D. Association Identification

No secretary shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Just Cause

No Employee shall be disciplined or reprimanded without just cause.

- F. During the first four months of employment, a secretary will be considered a probationary employee and may be discharged without just cause. Probationary employees will receive a written evaluation in two months and another just prior to the completion of the probationary period. Matters of discipline, involving probationary employees, will be subject to binding arbitration in accordance with law, but in no case will the arbitrator have the authority to make a probationary employee a regular secretary.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information.

- B. Released Time
Whenever any representative of the Association or any secretary participates during working hours in negotiations or grievance proceedings she shall suffer no loss of pay.
- C. Use of School Buildings
The Association and its representatives shall have the right to use, for Association purposes, school buildings and rooms not in use for school purposes at all reasonable hours upon proper application made reasonably in advance thereof.
- D. Use of School Equipment
The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable direct cost related to such use. The Association recognizes that this provision concerns Association business only.
- E. Mail Facilities
The Association shall have the right to use the interschool mail facilities as it deems necessary.

ARTICLE VI
WORK YEAR

- A. Work Year
1. Ten and one-half (10 1/2) month personnel
The work year shall consist of 207.5 work days and shall extend from July 1 to June 30 with the exception of the first thirty (30) work days in July-August. In the event schools will close later than June 27, the parties agree to meet not later than April 1 to determine whether or not the final work day will be June 30 or later. If a later date is agreed upon, the date on which secretaries return to work shall be proportionately later. In the event that ten and one-half (10-1/2) month personnel shall be required to work in excess of 207.5 work days during the work year, said personnel shall be paid 1/200 of their contract salary for each additional day worked, or, alternatively, shall be allowed compensatory time off equal to the extra day(s) worked. The decision as to whether said personnel will receive compensatory time or extra pay will be made by the Superintendent of Schools with the recommendation of the immediate supervisor.
 2. Twelve (12) month personnel
The work year for secretaries employed on a twelve (12) month basis shall be July 1 to June 30 which shall include holidays and vacation time.
- B. Holidays
1. Secretaries employed on a twelve (12) month basis shall have fourteen and one-half (14-1/2) holidays which shall include one-half (1/2) day prior to the Thanksgiving recess and at least two days during the

Christmas recess, between December 26 and December 31 inclusive, to occur at the beginning or end of the work week. A half day is defined as not more than four and one-half (4 1/2) consecutive hours. In addition to the foregoing, such secretaries shall have an additional "floating holiday," which may be utilized in the discretion of each such secretary.

2. Secretaries employed on a ten and one-half (10-1/2) month basis shall be entitled to all the twelve (12) month secretaries' holidays which fall during their work year, plus the Christmas, Mid-Winter and Spring recesses. Each secretary shall have an additional "floating holiday" which may be utilized in the discretion of each such secretary. The Superintendent shall consult with the Association prior to making recommendations to the Board for the school calendar. Ten and one-half (10 1/2) month employees shall receive salary in lieu of additional floating holidays as follows:

10-14 years of experience - Two (2) days salary
15 or more years of experience - Three (3) days salary
25 or more years of experience - Four (4) days salary

Such payment shall be made by June 30th of each year.

This provision will only apply to secretaries employed prior to 1990-91.

C. Vacations

Twelve (12) month employees shall be entitled to the following vacation with full salary:

At the end of June of the first work year - .916 days per full month of service.

At the end of June of the first full work year through fourth work year - 11 days

At the end of June of the fifth through tenth work year - 17 days

At the end of June of the eleventh work year and thereafter - 23 days

For the purposes of this Section, "work year" shall be deemed to mean the period from July 1 through June 30 of the next year. The business office, superintendent's office, personnel office, elementary coordinator's office, office of instruction, and special services' office may take vacations when school is in session. Prior approval of the immediate supervisor is required. All other 12-month employees may take no more than ten (10) days when school is in session provided the approval of the immediate supervisor, in such supervisor's sole discretion, is first obtained.

D. Inclement Weather

Secretaries shall not report for work when school is closed because of inclement weather.

ARTICLE VII
WORKDAY

A. **Workday**

1. During the normal school year, the workday of all full-time secretaries on a 10-1/2 month basis shall begin at 8:00 a.m. and shall end at 4:00 p.m. unless changed by directive.
2. During the normal school year the workday of all full-time secretaries on a 12-month basis shall consist of not more than eight hours.
3. Secretaries employed on a part-time basis shall have a workday as mutually agreed to by themselves and their supervisor.
4. When school is not in session, the workday of all full-time secretaries shall begin at 8:00 a.m. and shall end at 3:00 p.m. with one hour off for lunch for a total of six working hours a day, except at the following times when the schedule shall be 8:00 a.m. to 4:00 p.m.:
 - a. The first six (6) workdays prior to the opening of school.
 - b. From the last day of school through June 30.

B. **Lunch Period**

The workday of all full-time secretaries shall include a one-hour duty-free lunch period which is not to count toward computation for overtime in "D" below.

C. **Break Periods**

Except in cases of emergency, all full-time secretaries shall be entitled to two 15-minute break periods, one in the morning and one in the afternoon.

D. **Overtime**

Any time worked beyond that provided by Sections A, B, and C above shall be overtime, which shall be compensated at the regular rate up to and including 40 hours in any one work week and at one and one-half (1-1/2) regular time rates for work in excess of forty (40) hours. Secretaries may elect to take compensatory time off equal to the overtime worked. Compensatory time shall be scheduled when mutually convenient.

ARTICLE VIII
SALARIES

A. **Salary Guide**

The salary of each secretary covered by the Agreement is set forth in Schedule A and Schedule B which are attached hereto and made a part hereof.

B. **Method of Payment**

12 month secretaries will be paid in 24 semimonthly installments beginning with the July 1 pay period.

10 1/2 month secretaries will be paid in 24 semimonthly instalments beginning with the August 16 pay period. The first payment at the new salary will be on August 31.

C. Exceptions

When a payday falls on or during a school holiday, school vacation or weekend, secretaries shall receive their pay checks on their last previous working day.

D. Procedure for Withholding an Increment

The Board may withhold increments for inefficiency or other just cause related to the performance of duties, and only in accordance with the following:

1. The immediate superior and/or the principal shall not forward any recommendation to withhold a secretary's increment through the Superintendent to the Board unless, at least ninety (90) calendar days prior thereto, and in no case later than April 1 of the preceding year in which such action would take effect, the immediate superior and/or principal has given to the secretary against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation, specifying the nature thereof with such particulars as to furnish the secretary an opportunity to correct and overcome the same.
2. Once a recommendation is forwarded to the secretary and the Board, the secretary may within ten (10) working days file a grievance commencing at the Superintendent's Level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in ARTICLE III of this Agreement.
3. Any increment withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld.

E. Reclassification

The Superintendent of Schools has the sole responsibility for recommending secretarial reclassification to the Board of Education. Requests for reclassification may be made to the Superintendent by the WAES, individual secretaries or administrators.

During the length of this contract, an advisory committee comprised of two members of the WAES and the Assistant Superintendent for Business shall meet after February 1 of each contract year, when requested by the Superintendent. This committee will be limited to reviewing reclassification requests submitted to it by the Superintendent. The committee's review will be advisory and not binding.

The Superintendent will provide to the WAES a list of all secretaries seeking reclassification prior to the first meeting of the advisory committee with the Assistant Superintendent for Business/Board Secretary.

The review of reclassification requests will include:

1. consideration of the job description
2. analysis of actual duties performed different from or more extensive than those listed in the job description
3. comparison of both (1) and (2) with other positions in the same classification and the requested classification
4. the recommendation of the supervisor to whom the secretary requesting reclassification reports.

Requests for reclassification must be submitted by February 1 of the Contract preceding the Contract year in which the reclassification, if approved by the Board, would be effective.

If any of these requests are approved by the Board, the reclassification shall be effective on July 1 of that year.

Any secretarial position that has been reclassified after July 1, 1992 may not be reconsidered for reclassification for three years.

A secretarial position that has been denied reclassification, will not be reconsidered for reclassification in the following year.

ARTICLE IX TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

All secretarial vacancies and/or new secretarial positions arising within the system shall be posted to all present personnel before seeking outside candidates. Secretaries who desire to apply for such vacancies shall submit their application in writing to the personnel office. Such posting shall include job title, description and/or list of responsibilities, skills required and salary classification.

B. Reassignment - Voluntary

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual secretary shall be honored to the extent that the transfer does not conflict with the best interests of the school system.

C. Reassignment - Involuntary

An involuntary transfer or reassignment shall be made only after a meeting between the secretary involved and the supervisor at which time the secretary shall be notified of the reason thereof. In the event that a secretary objects to the transfer or reassignment at this meeting, upon the request of the secretary the Superintendent or his/her designee shall meet with her. The secretary may, at her option, have an Association representative present at such meeting.

ARTICLE X
EMPLOYEES' ABSENCES

- A. Each employee, when absent from his or her position for any reason whatsoever, shall give immediate notice to his or her Principal or Supervisor, stating the reason for the absence and its probable duration.
- B. In the case of serious illness or a prolonged absence, it will be necessary for the employee, upon request, to be examined by the Board of Education medical examiner prior to his/her return to work. Before going to the Board of Education medical examiner, one must have a note from an attending physician certifying that he/she is physically capable of resuming his/her duties. The employee must take this with him/her at the time of the appointment.

C. Sick Leave

1. Definition

- a. Sick leave is defined as an employee's absence from her post of duty because of her disability due to personal illness or injury.

2. Sick Leave

- a. Each employee shall be entitled to fifteen (15) days sick leave per year.
- b. A full year's allowance shall go into effect July 1 of each year. A new employee who commences work after July 1 shall be entitled to a full year's allowance as determined in paragraph C, 2, a above.
- c. When any employee uses in any year of the term of the Agreement less than the number of days permitted, days not utilized shall be cumulative to be available to be used for sick leave in subsequent years, except that no person shall be allowed to increase her total accumulation by more than fifteen (15) days in any one year.
- d. Sick days actually used reduce the fifteen (15) days available for accumulation.
- e. All days allotted for the current year shall be used before any accumulated sick leave is used.

D. Retirement Stipend

Each employee who has retired (and not merely vested) under the Public Employees' Retirement System after fifteen (15) or more years of service in the Westfield School District and who is, as of such retirement, entitled to begin collecting benefits from the Public Employees' Retirement System, shall receive an amount equal to her/his number of unused accumulated sick leave days times forty-five (\$45.00) dollars, such payment to be made within a reasonable period of time after such

retirement; provided, however, that the maximum amount payable to a Secretary under this provision shall be four thousand dollars (\$4,500). If a secretary dies prior to retirement her/his estate shall receive the moneys provided herein as if the secretary had retired.

E. Temporary Leaves

1. Absence without salary deduction or charge against sick leave may be authorized by the Superintendent as follows:
 - a. For absence occasioned because an employee is quarantined for the sickness of another.
 - b. For absence occasioned by an accident on the job.
2. Absence upon the specific approval of the Superintendent without salary deduction or charge against sick leave is authorized as follows:
 - a. Up to six (6) days during each work year for the absence occasioned by the death of a parent, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law or member of the employee's immediate household.
 - b. Up to three (3) days during each work year for absence occasioned by death of each grandchild, son-in-law, daughter-in-law or grandparent.
 - c. Up to one (1) day during each work year for absence occasioned by death of each aunt, uncle, brother-in-law or sister-in-law.
 - d. Up to an aggregate of four (4) days during each work year for absence occasioned by the serious illness of any one or more of the following: husband, wife, son, daughter, father, mother, brother, sister, grandparent, father-in-law, mother-in-law or immediate member of the employee's immediate household.
 - e. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent and with his/her approval, be authorized for reasons of personal emergency other than the reasons set forth in Sections 1 and 2 above. A personal emergency is defined as an unavoidable situation involving absence during work hours which cannot be avoided without substantial hardship.
3. Written application should be made through the Principal or Supervisor for approval of absence under this section, either in advance or within 48 hours after return to duty.

F. Jury Duty

In the event that an employee is summoned for jury duty during the school year, the employee shall be required to file an application for a postponement. If the employees' application for postponement is denied, the Board shall pay her salary in full for the days absent for jury duty.

ARTICLE XI
EXTENDED LEAVES

A. Maternity

1. Maternity leaves without pay shall be granted to pregnant secretaries upon request. Such request shall include the beginning date of the leave and shall specify the anticipated termination date of the leave.
2. The secretary shall begin her leave without pay on the date specified in her request, or, if her physical condition is in question, then her leave shall begin when she is no longer able to produce a certification from her physician that she is medically able to continue to perform her job duties.
3. The leave without pay shall terminate on the date specified in her request unless the secretary requests an extension whereupon the leave may, in the discretion of the Board, be extended for an additional specific period of time for reasons associated with the pregnancy, birth or for other related causes, if, at the termination of such a leave, the Board questions the secretary's physical condition or capacity to resume performing her former job duties, then the secretary shall produce a certification from her physician as to her capacity to resume her job duties.
4. The Board shall not be required to extend any maternity leave of absence of nontenured secretaries beyond the end of the contract year in which the leave is obtained.
5. If there is any disagreement between the secretary's physician and the Board's physician over the physical condition of the secretary requesting maternity leave under the provisions of paragraphs 2 and 3 above, then the two physicians shall agree in good faith on a third impartial physician who shall examine the secretary and whose medical opinion shall be conclusive and binding on the issue of the secretary's medical capacity to continue to perform her job duties or to resume such job duties.
6. Any secretary adopting a child shall be entitled to a leave similar to that provided in paragraphs one, two and three above, which leave shall commence upon the secretary's receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
7. For any period of disability caused or contributed to by a secretary's pregnancy and/or child birth, the secretary may elect to use her accumulated sick leave, if any, and shall receive, during any such period, full pay and benefits. The period of disability caused or contributed to by pregnancy and childbirth shall be deemed to commence one (1) month prior to the anticipated delivery date and terminate one (1) month after the actual delivery, or for such longer or shorter period that the secretary's physician certifies that she is unable to perform her job duties. In the event of any disagreement between the secretary's physician and the Board's physician as to the secretary's

ability to continue or to resume her job duties, such disagreement shall be resolved pursuant to paragraph 5 above.

B. Illness In Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the secretary's immediate family. Additional leave may be granted at the discretion of the Board.

ARTICLE XII
INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall pay the full premium for each secretary and, in cases where appropriate, for family plan insurance coverage from Connecticut General. In addition, the Board shall pay the full premium for each secretary and, in cases where appropriate, for family plan coverage for such basic dental coverage and Riders as are provided in the Agreement between the Board and the Westfield Education Association.

B. Major Medical Rider

The Board shall pay for all Employees for either single or family coverage as may be appropriate, the full premium for the major medical rider covering catastrophic events. Effective January 1, 1992, the major medical deductible will be \$200 per individual and \$400 per family.

C. Prescription Plan

The Board shall pay for all Employees, for either single or family coverage as may be appropriate, the full premium for the Connecticut General prescription plan as provided in the Agreement between the Board and the Westfield Education Association. Effective September 1, 1991, there will be a four dollars (\$4) copayment for nongeneric prescriptions and a copay of two dollars (\$2) for generic prescriptions. Beginning September 1, 1992, the copay will be six dollars (\$6) for nongeneric prescriptions and three dollars (\$3) for generic prescriptions.

D. Coverage After Retirement (Dental and Prescription)

The Board agrees to permit each Employee, who has retired from the Westfield Public Schools under the provisions of the Public Employee's Retirement System and is entitled to receive pension payments thereunder, to continue his/her participation in the dental and prescription programs which are the subject of this Article and which are in effect as of the time of the Employee's retirement from the Westfield Public Schools. In order for an Employee to be so eligible to continue participation in said dental and prescription programs after the Employee's retirement, the Employee must have retired after ten (10) or more years of service in the Westfield Public Schools and must, within thirty (30) calendar days of retirement from the Westfield Public Schools, submit to the Board a request in writing for continued participation in said dental and prescription programs. Each retired Employee who participates in the dental and prescription programs which are the subject of this Article shall pay the cost for his or her participation, such payment to be made by monthly instalments paid in advance. Eligibility for participation in

said dental and prescription programs shall cease immediately upon the attainment by the retired Employee of eligibility to participate in Medicare or upon the Employee's death.

E. Coverage After Retirement (Hospital, Surgical, Major Medical)

Any secretary who has retired (and not merely vested) under PERS after 25 or more years of service in the Westfield School District and who is as of such retirement entitled to begin collecting benefits from the PERS shall be entitled to continue in the hospitalization, surgical and major medical plan(s) contracted by the Board of Education at Board expense. Upon achieving Medicare eligibility, Medicare will become the primary coverage and the employee will receive reimbursement for Medicare Part B as well as continuing in the district Connecticut General Hospital, Surgical and Major Medical programs. Dependents of the retired employee will also be covered at Board expense until the retiree's death, after which they may retain coverage at their expense.

Any retired secretary will be given the opportunity to join the district's hospital/medical surgical and major medical programs at the time of retirement. The employee must actually retire, not merely vest and notify the Board within 30 calendar days of their intent to participate in the insurance programs. The retiree will be required to pay the cost of the insurance for herself/himself and dependents.

F. Equivalency Coverage

Notwithstanding the provisions of Sections A, B and C, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in Sections A, B and C, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A, B and C be reduced in any way below the coverage provided for.
2. There shall be no break or discontinuance in insurance coverage under Sections A, B and C.
3. Any other provider of the insurance described in Sections A, B and C must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
4. Any other provider of the insurance described in Sections A, B and C must have a reputation for making payments within a reasonable amount of time.
5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of this Agreement.

ARTICLE XIII
DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its secretaries dues for the Westfield Association of Educational Secretaries, the Union County Education Association, the New Jersey Education Association and the National Education Association or any one or any combination of such Associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Westfield Association of Educational Secretaries by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Services

The Board agrees to deduct from the salary of any secretary and to forward such money as any secretary authorizes the Board to deduct and to transmit to the Union County Teachers' Federal Credit Union, for the purchase of one or more tax-sheltered annuity plans which have been approved by the Board for deduction, or for the purchase of Washington National Income Protection Insurance. Any secretary may have such deductions discontinued in accordance with the procedure of said agency.

ARTICLE XIV
FACILITIES

The primary work areas of all secretaries shall be air-conditioned unless the physical make-up of the area makes air conditioning impractical.

If air conditioning is impractical, then adequate ventilation will be provided.

ARTICLE XV
EMPLOYMENT

Substitutes

When a secretary is absent she shall notify the Substitute Call Service of her absence. The secretary shall have no further responsibility in acquiring a substituted if one is needed.

ARTICLE XVI
TRAVEL AND CONFERENCE EXPENSES

- A. Personnel under this classification may apply for reimbursement up to fifty percent (50%) of total traveling expenses when attending educational secretary conventions as program participants or officers. This requires approval of the supervisor or principal and the Superintendent of Schools.
- B. The Board of Education agrees to pay the registration fee for members of the Association who attend, with the approval of their immediate supervisors and/or principals, any workshops or conferences relative to their positions, excluding the New Jersey Education Association Convention, at a total aggregate cost for all members of the Association not to exceed \$1,000.00 each year. A substitute will be provided if necessary.
- C. The Board agrees to pay up to a maximum of \$200.00 per year (and in no event greater than the actual cost of any approved course or courses) to any secretary who shall have incurred tuition expenses for courses taken for professional improvement, for which she shall have received prior written approval by the Superintendent and for which evidence of the cost thereof and of successful completion is submitted to the Superintendent. Any secretary can accumulate grants for a period of three (3) years up to a maximum of \$600.00.
- D. Any secretary traveling in a car on school business may submit a voucher for mileage at the Internal Revenue Service rate per mile.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual secretary who is a member of the unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions, inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be reproduced within sixty (60) days after the Agreement is signed, the cost to be borne equally by the Board of Education and the Westfield Association of Educational Secretaries.
- D. Whenever used in this Agreement, the masculine gender shall include the feminine gender, and the feminine gender shall include the masculine.
- E. Effective September 1991, members of the WAES will be entitled to enroll their children in the Westfield Public Schools at no tuition charge. The Board retains the right to assign nonresident children to a school building and/or classes in such a manner that the assignment will not

require hiring additional staff. This provisions will not require the Board to assume responsibility for out-of-district tuition placements for special education purposes.

ARTICLE XVIII REPRESENTATION FEE

A. Purpose of Fee

If an Employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to each of its own members for that membership year. The representation fee to be paid by each nonmember will be equal to eighty-five (85%) percent of said aggregate amount.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any Employee who is not a member of the Association for the current membership year the full amount of the representation fee referred to in Section B above and promptly will transmit the installments so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the Employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an Employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Demand and Return System

The Association shall develop a demand and return system consistent with Chapter 477, P.L. 1979.

ARTICLE XIX
EVALUATION PROCEDURE

1. All Secretaries will be provided with a minimum of one (1) written evaluation per year to coincide with the present evaluation timeline which is submitted to the Superintendent by February 15 of the year. Said evaluation shall be prepared by the secretary's immediate supervisor.
2. There will be a conference between the supervisor and secretary after the evaluation has been written and submitted to the secretary, which conference will be held not sooner than two (2) days after the receipt by the secretary of the written evaluation.
3. The signing of the written evaluation should occur within two (2) working days of the review conference.
4. The secretary should have the right to submit his/her response within ten (10) days of the signing.
5. The supervisor shall submit to the staff member an evaluation of his/her job performance that includes areas of strength, areas of needed improvement and suggested methods or means by which that staff member can improve.
6. All secretaries shall have the right, upon reasonable advance notice to the immediate supervisor to inspect the contents of his/her personnel file. In connection with any such inspection, the secretary shall have the right to be accompanied by an Association Representative of his/her choosing if so desired.

ARTICLE XX
NONDISCRIMINATION

The Board agrees that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, discipline, salary, hours or terms and conditions of employment of employees or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, age, marital status, economic status or handicap.

ARTICLE XXI
DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1992, and shall continue in effect until June 30, 1994. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness hereof, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, all on the day and year first above written.

WESTFIELD ASSOCIATION OF
EDUCATIONAL SECRETARIES

Mary M. MacAulay
President

Karen E. Dembree
Secretary

WESTFIELD BOARD OF EDUCATION

Alice A. Pepper
President

Paula
Secretary

WESTFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES
Salary Guide - 1992-1993

<u>Step*</u>	<u>12-II</u>	<u>12-III</u>	<u>12-IV</u>	<u>12-V</u>	<u>12-VI</u>	<u>10.5-III</u>	<u>10.5-IV</u>
1	17,000	18,000	19,000	20,000	21,000	15,340	16,584
2	17,500	18,500	19,500	20,500	21,700	15,840	17,162
3	17,900	19,000	20,000	21,300	22,500	16,300	17,837
4	18,800	19,600	20,800	22,100	23,500	16,900	18,500
5	19,300	20,300	21,700	23,000	24,600	17,425	19,300
6	20,211	21,000	22,700	24,000	26,200	18,129	20,200
7	21,950	23,525	24,486	26,600	29,500	20,875	22,000
8	23,899	25,725	27,104	28,899	31,180	23,000	23,900
9	26,067	28,100	29,554	31,400	33,904	24,878	26,000
A	27,436	29,286	31,107	32,655	35,591	26,185	27,282

\$750 longevity increase for secretaries with 12 years of service in Westfield but less than 18 years of service in Westfield.

\$1,050 longevity increase for secretaries with 18 years of service in Westfield but less than 23 years of service in Westfield.

\$1,250 longevity increase for secretaries with 23 or more years of service in Westfield.

Placement on the Guide

A secretary new to the Westfield School District shall be placed on the initial step of the salary guide, except in those cases wherein the Superintendent recommends a placement at a higher step, provided, however that no new secretary in the district will be placed higher than Step 6. If no secretary from within the district applies for the position, the Board shall be able to place a new secretary at Step 7. Upon request, the Association shall be supplied satisfactory proof that a new employee has equivalent experience to employees who are or could be on the same step of the salary guide.

WESTFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES
Salary Guide - 1993-1994

<u>Step</u>	<u>12-II</u>	<u>12-III</u>	<u>12-IV</u>	<u>12-V</u>	<u>12-VI</u>	<u>10.5-III</u>	<u>10.5-IV</u>
1	17,600	18,600	19,600	20,600	21,600	16,000	17,000
2	18,100	19,100	20,100	21,100	22,100	16,500	17,500
3	18,700	19,700	20,700	21,700	22,600	17,000	18,000
4	19,035	20,035	21,185	22,185	23,085	17,485	18,485
5	20,085	20,835	22,085	22,885	23,985	18,385	19,285
6	20,435	21,785	22,835	23,885	25,119	19,235	20,235
7	21,835	23,275	24,235	26,485	27,048	20,885	21,772
8	23,884	25,710	26,785	28,584	31,165	23,035	23,935
9	26,292	28,011	29,539	31,094	33,889	24,663	26,035
A	26,985	29,385	30,295	32,620	33,985	25,085	27,305
B	28,687	30,666	32,352	33,940	36,885	27,430	28,527

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